

BEFORE THE TENNESSEE REGULATOR AUTHORITY
NASHVILLE, TENNESSEE

REC'D TN
REGULATORY AUTH.

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In Re: Petition Of MCImetro Access Transmission Services, LLC And Brooks Fiber Communications Of Tennessee, Inc. For Arbitration Of Certain Terms And Conditions Of Proposed Agreement With BellSouth Telecommunications, Inc. Concerning Interconnection And Resale Under The Telecommunications Act Of 1996.

Docket No. 00-00309

AGREEMENT TO MEDIATE

This Agreement To Mediate is signed by the parties and K. David Waddell, (hereinafter "Mediator"), to create and clarify the mediation relationship. The parties agree to mediate the unresolved issues in this proceeding, *Petition Of MCImetro Access Transmission Services, LLC And Brooks Fiber Communications Of Tennessee, Inc. For Arbitration Of Certain Terms And Conditions Of Proposed Agreement With BellSouth Telecommunications, Inc. Concerning Interconnection And Resale Under The Telecommunications Act Of 1996.*

This Agreement reflects each party's sincere intention to negotiate in good faith during the mediation process.

- A. Both parties agree that mediation is a voluntary process that may be ended at any time by either party.
- B. The Mediator will seek to facilitate agreement by the parties. The Mediator will not provide Legal advice, legal representation or advocacy on behalf of either party or the Tennessee Regulatory Authority.

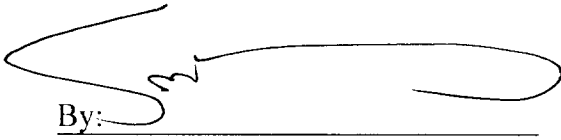
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- C. Because mediation is considered to be a form of settlement negotiation, the parties understand and agree to strict confidentiality regarding information shared in connection with the mediation sessions, including any written and verbal offers to compromise or settle unresolved issues. They further agree that neither the Mediator nor his agents, nor files connected with this mediation will be subpoenaed. The parties and mediator further agree that information shared in connection with the mediation will not be used, cited, or referenced in the arbitration proceeding or any appeal of the Arbitrators' rulings, provided, however, that this does not apply to information which has been publicly disclosed by either party. Absent written agreement of all parties, no party will share information gathered from any mediation session with anyone outside the mediation process.
- D. The parties agree to make a good faith effort to discuss the issues with the aid of the mediator and to disclose fully all relevant, material information, requested by the mediator, if the Mediator finds that such disclosure is appropriate to the mediation process and may aid the parties in reaching a settlement.
- E. The mediator will not submit any type of report in connection with the proceeding except if required by law to make such report.
- F. The parties agree that the mediator has the right to end the mediation any time if the mediator believes that the case is inappropriate for mediation or that further discussions would not be helpful.
- G. A TRA staff member may participate as a technical advisor to the process. This person shall be bound to the provisions of this agreement and will not participate

in any further proceedings in this docket and will not provide any information or advice to the TRA Staff or Directors.

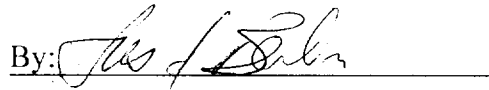
By signing this agreement, each party acknowledges receipt of its copy and fully understanding of its contents:

BellSouth Telecommunications, Inc.

By: 

Date 10/11/00

MCImetro Access Transmission Services, LLC And Brooks Fiber Communications Of Tennessee, Inc.

By: 

Date 10-11-00

MEDIATOR


K. David Waddell

Date 10/11/00